

CITY OF NORTH MIAMI
SMART BIZ E-COMMERCE MICROBUSINESS
GRANT PROGRAM AGREEMENT

THIS AGREEMENT is entered into this day of **August 8, 2021** , by and among the **City of North Miami** ("City"), a Florida municipal corporation, having its principal office at 776 N.E. 125th Street, North Miami, Florida 33161 and **Wonderful Counselor, LLC.**, ("Grantee"), and **Pixxels, Inc., dba Digital Pixxels**("Contractor"), a Florida corporation having its principal business address at **1125, NE 125th St Suite 205 , North Miami , FL 33161** collectively referred to as "Parties" .

RECITALS

1. The City's Smart Biz E-Commerce Microbusiness Program provides grants to help small businesses expand their market reach by investing in greater computer hardware and software applications.

2. Businesses eligible for participation in the Program must, among other things, be located in a commercial space within the City of North Miami, not have any liens against the property, been in business for at least two (2) years, have ten (10) employees or less, and not be part of any national franchise or chain.

3. The Program will provide a grants up to a maximum of One Thousand Five Hundred Dollars (\$1,500.00) per business.

4. The Grantee is the business owner who has applied to the City for a Smart Biz E-Commerce Microbusiness Program Grant.

5. The City has approved an award to Grantee from the Smart Biz E-Commerce Microbusiness Grant Program in the amount of **One Thousand Five Hundred Dollars (\$1,500.00)** to be used in accordance with the terms and conditions of this Agreement and the Grant Program Guidelines attached hereto as Exhibit "A".

6. The Grantee desires to accept the Grant subject to the terms, conditions and restrictions set forth in this Agreement.

NOW, THEREFORE, in consideration of the Grant and the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto do hereby agree as follows:

Section 1. Recitals; Program Guidelines. The Recitals set forth above are true and correct and are incorporated in this Agreement by reference. The terms and provisions of the Program Guidelines are incorporated into this Agreement by reference and the Grantee agrees to abide by such terms and provisions. In the event of any conflict between the Program Guidelines and this Agreement, the terms and provisions of this Agreement will control with the

understanding that any terms in the Program Guidelines that are not addressed in this Agreement shall nevertheless be applicable.

Section 2. Contract Documents. The Specifications & Proposal (“Contract Documents”) related to the Project, attached as Exhibit “B”, represent the scope of services and responsibilities of the Parties under the Project, and the Parties agree to abide by and comply with their respective roles and responsibilities. The City has the sole responsibility and obligation of interpreting the intent and purpose of the Program and Contract Documents.

Section 3. Amount Payable. Subject to available funds, the maximum amount payable under this Agreement shall not exceed the Grant amount awarded. Payment to the Contractor for the Project shall be made as described in Exhibit “C”. After payment is made to the Contractor by the City, the City shall be automatically discharged from any and all obligations, liabilities and commitments to Owner, Contractor or any third person or entity.

3.1 The Grantee acknowledges and agrees that should Program funding be reduced or unavailable, the amount payable under this Agreement may be reduced by the City. Availability of Grant funds shall be determined by the City, in its sole discretion. The Grantee waives any and all claims against the City for any reduction or unavailability of funding. The Grantee will not look to, nor seek to hold liable, the City, its officers, employees, or agents for the performance or non-performance of this Agreement and agrees to hold the City harmless and release the City from any and all claims and liability under this Agreement, whether as a direct or indirect consequence of any funding reduction or unavailability.

3.2 If the Owner terminates or cancels the services of the Contractor, and the Contractor is not in default of this Agreement, the Contractor shall be compensated for labor and material expenses incurred up to the date of cancellation, plus normal profit and overhead, the total sum of which shall not exceed twenty percent (20%) of the labor and materials’ cost. As a condition of payment, Contractor shall submit verifiable written documentation of labor and materials expenses to the City. The Contractor shall be compensated from the funds provided to this Project.

Section 4. Relationship of the Parties. The parties agree that this Agreement recognizes the autonomy of and does not imply any affiliation between the contracting parties. It is expressly understood and intended that the Grantee, its agents and employees, are not agents or employees of the City, but are only recipients of funding support, and is not an agent or instrumentality of the City or entitled to any employment benefits by the City.

Section 5. Assignment. This Agreement and participation in the Program are not transferable to new business owners or lessees. New business owners must re-apply to participate in the Program and are subject to the “Past Program Participation” restrictions set forth in the Program Guidelines. The Grantee and Contractor shall not sublease, transfer or assign any interest in this Agreement.

Section 6. Records, Reports, Audits, Monitoring and Review.

6.1 The Grantee and Contractor shall maintain complete and accurate books, records and accounts of all costs and expenses incurred in connection with the Grant. Upon the request of the City, all such books and records of the Grantee which relate to the Grant shall be available for inspection and audit by the City or any of its authorized representatives at all reasonable times during normal business hours. The City shall be entitled to make such copies of the books and records as the City deems appropriate.

6.2 The Grantee and Contractor's books and records shall be maintained or caused to be maintained in accordance with generally accepted accounting principles in a consistent manner, together with the pertinent documentation and data to provide reasonable audit trails for a period of six (6) years following the Funding Termination Date. The foregoing obligation shall expressly survive the expiration or earlier termination of this Agreement.

Section 7. Breach of Agreement; Remedies.

7.1 Breach. A breach by the Grantee under this Agreement shall have occurred if: (a) the Grantee ineffectively or improperly uses the Grant allocated under this Agreement; (b) the Grantee fails to submit documentation as required by this Agreement or submits incorrect or incomplete proof of expenditures in accordance with the Program Guidelines; (c) the Grantee refuses to allow the City access to records or refuses to allow the City to monitor, evaluate and review the Grantee's use of grant funds; (d) a transfer or assignment occurs within three (3) years following completion of the Project as set forth in Section 9 above, (e) the Grantee discriminates in violation of any Federal, State or local law; (f) the Grantee attempts to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement.

7.2 Remedies. Immediately upon the breach of this Agreement by Grantee as set forth in Section 10.1 above, in addition to all rights and remedies available at law or in equity, the City may terminate this Agreement by giving written notice to the Grantee of such termination and by specifying the termination date at least five (5) days before the effective date of termination. In the event of termination, the City may also (a) seek reimbursement of the Grant or any portion thereof paid to the Grantee under this Agreement; or (b) terminate or cancel any other agreements entered into between the City and the Grantee. The Grantee shall be responsible for all direct and indirect costs associated with such termination including, but not limited to, attorneys' fees and costs at both the trial and appellate levels and also incurred in enforcing this attorneys' fees provision.

7.3 No Waiver. No express or implied consent or waiver by the City to or of any breach or default by the Grantee in the performance or non-performance by the Grantee of its obligations under this Agreement will be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by the Grantee of the same or any other obligations of such other Party hereunder. Failure by the City to complain of any act or failure to act of the Grantee or to declare the Grantee in default, irrespective of how long such failure continues will not constitute a waiver by the City of its rights hereunder. The giving of consent by the City in any one instance will not limit or waive the necessity to obtain the City's consent in any future instance.

Section 8. Indemnification by Grantee. The Grantee and Contractor hereby covenants and agrees to indemnify and hold harmless the City and its officers, employees, agents, and

instrumentalities from and against all liability, losses or damages, including attorneys' fees and costs, at both the trial and appellate levels, which the City may suffer as a result of claims, demands, suits, causes of actions or proceeding of any kind or nature arise out of, relating to or resulting from the performance or non-performance of this Agreement by the Grantee/Contractor or its employees, agents, servants, partners, principals or subcontractors. The Grantee and Contractor shall pay all claims and losses and shall investigate and defend (with legal counsel acceptable to City) all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees and costs which may issue. The Grantee and Contractor expressly understands and agrees that any insurance required by this Agreement or otherwise provided by the Grantee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City. Nothing contained in this Agreement shall be construed to affect the City's right of sovereign immunity as provided in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

Section 9. Notices. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, Grantee and the City designate the following as the respective places for giving such notice:

City: City of North Miami
776 N.E. 125th Street
North Miami, FL 33161
Attn: City Manager

Copy to: City of North Miami
776 N.E. 125th Street
North Miami, FL 33161
Attn: City Attorney

Grantee: **Wonderful Counselor, LLC.**
1175 NE 125th Street, Suite #420
North Miami, FL 33161

Contractor: **Pixxels, Inc., dba DigitalPixxels** 1125 NE 125th
St. Suite 205
North Miami, FL 33161

Section 10. Limitation of Liability. The City desires to enter into this Agreement only if in so doing the City can place a limit on its liability for any cause of action for money damages arising out of this Agreement, so that its liability never exceeds the sum of \$100.00. Grantee expresses its willingness to enter into this Agreement with recovery from the City for any action or claim arising from this Agreement to be limited to the sum of \$100.00. Accordingly, and notwithstanding any other term or condition of this Agreement, Grantee agrees that City shall not be liable to Grantee for damages or for any action or claim arising out of this Agreement in an amount in excess of the sum of \$100.00. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

Section 11. Miscellaneous.

11.1 Publicity. It is understood and agreed between the Parties that this Grantee is receiving funds by the City. Further, by the acceptance of these funds, the Grantee agrees that activities funded by this Agreement shall recognize the City as a funding source. The Grantee shall ensure that any publicity, public relations, advertisements and signs recognize the City for the support of all contracted activities. Grantee shall permit, or cause the landlord to permit, as applicable, a sign to be placed upon the Property by the City relative to this Agreement.

11.2 Compliance with Laws. The Grantee agrees to comply with all applicable federal, state, county and city laws, rules and regulations.

11.3 Modifications. Any amendments, variations, modifications, extensions or waivers of provisions of this Agreement including, but not limited to, amount payable and effective term shall only be valid if in writing, duly approved by the City and signed by both parties.

11.4 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

11.5 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

11.6 Exhibits. Each Exhibit referred to in this Agreement should be treated as part of this Agreement, and are incorporated herein by reference.

11.7 Extent of Agreement. This Agreement represents the entire and integrated agreement between the City and the Grantee and supersedes all prior negotiations, representations or agreements, either written or oral.

11.8 Third Party Beneficiaries. Neither of the parties intend to directly or substantially benefit any third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

11.9 Construction. Both parties have substantially contributed to the drafting and negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

11.10 Governing Law; Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Miami-Dade County, Florida.

11.11 Invalidity. If any term or provision of this Agreement, or the application thereof to any person or circumstance is determined to be invalid or unenforceable, then to the extent that the invalidity or unenforceability thereof does not deprive a party of a material benefit afforded by this Agreement, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the full extent permitted by law.

11.12 Survival. All terms and provisions of this Agreement shall survive the Funding Termination Date and the termination of this Agreement, as applicable, as necessary in order for the parties to enforce their rights hereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

GRANTEE:

By: _____

Magda Demerut owner of Wonder AI Counselor LLC
Type or Print Name

STATE OF FLORIDA)
SS:
COUNTY OF MIAMI-DADE)

The foregoing was acknowledged before me this 13th day of August 2020, by David Burney, who (check one) [] are personally known to me or [] have produced a Florida drivers license as identification.

My Commission Expires:

4.21.22

IWO #20-208 (JLW)



Notary Public

Print Name: David Burney

CONTRACTOR:

By: _____

STANLEY W. LLOYD
Type or Print Name

STATE OF FLORIDA)

SS:

COUNTY OF MIAMI-DADE)

The foregoing was acknowledged before me this 12th day of August 2021, by Stanley W. Lloyd, who (check one) ☐ are personally known to me or ☒ have produced a Florida drivers license as identification.

My Commission Expires: Apr 19, 2024

Notary Public

Print Name: HENRY CORTES

CITY:

CITY OF NORTH MIAMI,
a Florida Municipal Corporation

By: _____

City Manager

Attest:

By: _____

City Clerk

Approved as to form and legal sufficiency:

By: _____

City Attorney

IWO #20-208 (JLW)

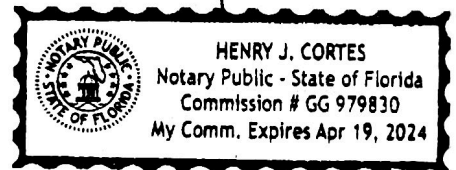


Exhibit A

Program Guidelines

Qualified Expenditures

The goal for this program is to help small businesses expand their market reach by investing in greater hardware and software applications. In the age of technology, there are many innovative ways that business can offer their goods and services to an e-commerce online customer base. The following eligible items are permitted, based on business type:

Hardware:

- Computers
- Printer, scanner, copier (All in one)

Software:

- Internet service (1 year)Website – Turnkey website landing page package
- Virus Protection
- Microsoft Office 365
- Remote Client Software (Team Viewer)

Other services:

Virtual Training courses (Gotomeeting, Zoom, other virtual meetings – Max 3 month service) Tech Support with set up and remote trouble shooting

The Process

The following identifies the steps in the application process:

1. The city will make continuous efforts for public outreach.
2. All information will be placed on the Community Planning and Development website and related websites. It will also be marketed through NoMiTV channel and all city social media outlets
3. Grant application checklist:
 - a. Grant application
 - b. Certificate of Use or Business Tax receipt
 - c. Proof of eligibility based on all listed requirements below.
 - d. Verification of the number of employees (i.e. payroll sheets)
4. Once the applications are received, it will go through the following review process:
 - a. CP &D staff review for accuracy
 - a. Application deemed complete

- b. Selection and assignment of local IT company who will work with applicant to order and assist with set up of hardware and software.
- c. Execution of grant agreement
- d. Follow-up meeting and Notice to Proceed by CP&D staff
- e. Grant monitoring by CDBG-Meeting National Objective

Program Limits & Requirements

Funding Limit:

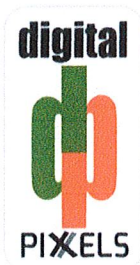
The City has allocated \$20,000 to the Smart Biz E-commerce Micro Business Grant. Subsequently, the maximum amount allocated to each business will be up to \$1,500.

Requirements & Scope: Participants must be a small business operating within the City of North Miami. Applicants of the Smart Biz Micro Grant Program shall comply with those provisions of the City's local adopted codes re possessing a CU and BTR. For the purposes of this CDBG program, small businesses will be identified through the criteria established by Miami Dade County:

1. Cannot have more than ten (10) employees
2. Must not be part of a national chain or franchise
3. Must not have received any CRA funding in the last five (5) Years
4. Can be non-profit or for-profit and must have been in business within North Miami for at least two (2) years (proof include old lease, incorporations, sales tax, income tax, or utility bill, BTR).
5. Orders must be made through City approved IT vendor
6. More than one application submitted for the same business, business owner, family member, or partners will not be considered.
7. Priority given to target industries (Healthcare, Medical Technology, Research, Restaurants, Hotels, Professional Services, Fitness, Arts/Entertainment, Industrial, Manufacturing)

Exhibit B

Proposal



™ PIXXELS, Inc.
 dba/digitalPIXXELS
 1125, NE 125th St Suite 205
 North Miami, FL 33161
 Office: (305) 363-5633
 Cell: (786) 281-7717
 swl@digitalpixxels.com



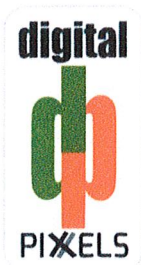
Smart Biz Micro Grant Price List

Products/Services	Details	Price
Website	<p>Informational Website Starts at:</p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - 1st year of Hosting.....valued \$399/per year - 1st year Domain Registration..... valued \$25/year - 1st Month Maintenance Services...valued \$200/mo** <p><i>*Price applies to a basic website with standard features without any custom features and functionalities.</i></p> <p><i>digitalPIXXELS will assess and quote the web project accordingly on a case by case basis.</i></p> <p><i>** It is optional for each client to hire digitalPIXXELS to professionally maintain their website after the FREE 1st Month of maintenance services.</i></p> <p><i>Knowledge Transfer – After launch of the website, digitalPIXXELS will provide an overview of the website to the business owner on how to operate their site.</i></p>	\$1,000.00*



™ PIXXELS, Inc.
 dba/digitalPIXXELS
 1125, NE 125th St Suite 205
 North Miami, FL 33161
 Office: (305) 363-5633
 Cell: (786) 281-7717
 swl@digitalpixxels.com

	<p>eCommerce Website starts at:</p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - 1st year of Hosting.....valued \$399/per year - 1st year Domain Registration..... valued \$25/year - 1st Month Maintenance Services...valued \$200/mo** <p><i>*Price applies to a basic website with standard features without any custom features and functionalities.</i></p> <p><i>digitalPIXXELS will assess and quote the web project accordingly on a case by case basis.</i></p> <p><i>Standard ecommerce website includes:</i></p> <ul style="list-style-type: none"> - 50 Product SKUs *** - Integrated Shopping Carts - Integrated Payment Gateway (PayPal, Square, Stripe.... Ect.) - Auto responders for notification of purchases - Custom Forms designed - Professional Email Set-up <p><i>***Additional SKUs are available and will be assessed on the additional number requested.</i></p> <p><i>Knowledge Transfer – After launch of the website, digitalPIXXELS will provide an overview of the website to the business owner on how to operate their site.</i></p>	<p>\$1,500.00*</p>



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North Miami, FL 33161
Office: (305) 363-5633
Cell: (786) 281-7717
swl@digitalpixels.com



Digital Marketing	Search Engine Optimization (SEO) Detailed Statement Of Work (SOW) will be provided to client.	\$350/month
	Social Media Optimization (SMO) Detailed Statement Of Work (SOW) will be provided to client.	\$350/month
Hardware & Software	Laptops / Tablets / Printers & other hardware devices For Hardware & Software, prices will be determined based on Make/Model/Specifications requested by Client.	

Exhibit C
Payment Terms



PIXXELS, INC.
dba digitalPIXXELS

1125, NE 125th St Suite 507
North Miami, FL 33161
Office: 305-363-5633
Cell: 786-281-7717
E: swl@digitalpixxels.com
www.digitalpixxels.com
Skype: lloyd45

INVOICE

Invoice #: dP-2107-G4R3-WC
Invoice Date: 7/29/2021

Smart Biz Micro Grant
Grantee # 4.R3

Wonderful Counselor
Magda Demeritt
1175 NE 125th St Suite 420 North Miami FL 33161
(786) 973-0801 (cel); (786) 906-8656
info@wonderfulcounselorllc.com

Bill To: City of North Miami
Attention: Ms. Amanda Murray / John Lorfilis
Address: 776 NE 125 Street North Miami, Florida 33161
Phone: 305-895-9825 (office) / 239-537-3390(cell Amanda)
Email: amurray@northmiamifl.gov
jllofilis@northmiamifl.gov

ITEM#	DESCRIPTION	PRICE	AMOUNT DUE
<u>LIST OF ITEMS</u>			
1	Vostro 14 3000 Laptops (Qty 3)	\$ 1,441.29	
	Shipping & Handling	\$ 58.71	
	Total	\$ 1,500.00	
<u>Payment Schedule</u>			
	1st Payment - to start Project*	\$ 779.36	
	2nd Payment - upon completion	\$ 720.65	
	Total	\$ 1,500.00	\$ 1,500.00
<i>*Includes: 50% of Hardware, Software & Website development + 100% of digital monthly services & Fees</i>			
		Invoice SubTotal	\$ 1,500.00
		Past Due	\$ -
		Paid Amounts / Credits	\$ -
		Sales Tax (0%)	\$ -
		Invoice Total	\$ 1,500.00

Disclaimer:

Quoted prices are subject to change at time of actual purchase due to distributors and manufacturers' price fluctuations